REMARKS

The foregoing Amendment after Final and the following Remarks are submitted in response to the Final Office Action mailed on August 23, 2005 in connection with the above-identified application.

Claims 1-35 are pending in the present application. Claims 23-35 were previously withdrawn as not being directed to an elected invention. Claims 1 and 15 have been amended to more particularly point out and distinctly claim the subject matter of the present invention. Applicant respectfully requests entry of the Amendment after Final inasmuch as the Amendment is not believed to raise any new issues and is believed to place the application in condition for allowance. In addition, Applicant respectfully submits that no new matter has been added to the application by way of the Amendment.

The Examiner has finally rejected claims 1, 3-6, 8-9, 11, 13, and 14 under 35 USC § 102(b) as being anticipated by Saito (U.S. Patent No. 6,002,772). Applicant respectfully traverses this Section 102(b) rejection insofar as it may be applied to the claims as amended.

Independent claim 1 as amended recites a method for a user at a second computing device to render encrypted digital content on a first computing device distinct from the second device. The first device has a public key (PU1) and a corresponding private key (PR1), and the second device likewise has a public key (PU2) and a corresponding private key (PR2). The digital content is encrypted according to a content key (KD).

In the method, the user at the second device obtains from a licensor distinct from the second device a digital license corresponding to the content and the second device. The digital license includes the content key (KD) therein encrypted according to the public

key (PU2) of the second device (PU2 (KD)), and also includes rules for determining whether the license permits issuance of a sub-license from the second device to the first device. Thus, the user at the second device determines that the rules of the license do in fact permit issuance of a sub-license from the second device to the first device.

Thereafter, the user at the second device decrypts (PU2 (KD)) from the digital license with the corresponding private key (PR2) to produce the content key (KD), obtains from the first device the public key thereof (PU1), and encrypts the content key (KD) according to the public key (PU1) of the first device (PU1 (KD)). The user at the second device then composes the sub-license corresponding to and based on the obtained license for the first device, where the sub-license includes (PU1 (KD)), and transfers the composed sub-license to the first device. The first device may then decrypt (PU1 (KD)) with the private key thereof (PR1) to produce the content key (KD), and can render the encrypted content on the first device with the produced content key (KD).

As was previously pointed out, the invention as recited in claim 1 may be employed in the situation where the first device cannot itself directly communicate with the licensor to obtain a license. Instead, the second device or the like communicates with the licensor on behalf of the first device to obtain the license. However, such licensor provides the license with (PU2 (KD)) and thus cannot be directly employed by the first device. Accordingly, the second device constructs a sub-license for the first device if the rules of the license so allow, where the sub-license is based on the license and has (PU1 (KD)). Thus, and again, the first device can decrypt (PU1 (KD)) with the private key thereof (PR1) to produce the content key (KD), and can render the encrypted content on the first device with the produced content key (KD).

Applicant notes that the Examiner in a Response to Arguments points out that claim 1 prior to being amended recited only a digital license with an encrypted content key and not more, the implication being that such a digital license may be broadly read as any construct with an encrypted content key. Accordingly, Applicant in amending claim 1 has provided additional recited subject matter included in the license from the licensor, including rules for determining whether the sub-license is permitted to be issued, among other things.

As was previously noted, the Saito reference discloses a method by which encrypted content may be distributed to and employed by a first user, and also by which the user may re-distribute the content to a second user. In the method, and referring generally to the first embodiment as shown in Fig.1, the first user requests the content by identifying same to a data center, along with a public key and other information. In response, and in pertinent part, the data center provides first and second content keys encrypted according to the public key of the first user, and the content encrypted according to the first content key. Thus, the first user applies a corresponding private key thereof to the encrypted first and second content keys to reveal same, and then applies the first content key to the encrypted content to reveal same, after which the first content key may be discarded. The first user then applies the second content key to the decrypted content to again encrypt same, and stores the encrypted content for later retrieval and use.

At a later time when the first user decides to re-distribute the encrypted content to a second user, the first user does not also distribute the decrypting second key with such encrypted content. Instead, the second user identifies the content to the data center, along with a public key and other information. In response, and in pertinent part, the data center provides the second content key and a third content key encrypted according to the

public key of the second user, with the presumption that the content as possessed by the second user is already encrypted according to the second content key. Thus, the second user applies a corresponding private key thereof to the encrypted second and third content keys to reveal same, and then applies the second content key to the encrypted content to reveal same, after which the second content key may be discarded. The second user then applies the third content key to the decrypted content to again encrypt same, and stores the encrypted content for later retrieval and use.

Notably, the Saito reference is entirely silent with regard to any license or sub-license being employed to convey the encrypted content keys, where the license as obtained from a licensor includes both an encrypted content key and also rules for determining whether the license permits issuance of a sub-license to another device, as is required by claim 1. Thus, by extension, the Saito reference does not disclose that a user determines that the rules of the license do in fact permit issuance of such a sub-license, as is required by claim 1.

At any rate, and again, no Saito user at a second device obtains a content key (KD) in an encrypted form, decrypts the encrypted content key (KD) to produce the content key (KD), and encrypts the content key (KD) according to the public key (PU1) of a first device (PU1 (KD)), as is required by claim 1. Instead, each Saito user decrypts an encrypted content key, but by no means does such Saito user encrypt the decrypted content key according to the public key (PU1) of any other user or device. Instead, the Saito reference teaches that only the data center (i.e., the licensor) performs any encryption of a content key according to a public key. Moreover, and again, no Saito user composes any sub-license corresponding to and based on any obtained license to include (PU1(KD)), as is required by

claim 1. Again, only the Saito data center (licensor) is disclosed as encrypting any content keys, and not any Saito user.

Accordingly, Applicant respectfully submits that the Saito reference cannot be applied to anticipate claim 1 as amended or any claims depending therefrom, including claims 3-6, 8-9, 11, 13, and 14. Thus, Applicant respectfully requests reconsideration and withdrawal of the Section 102(b) rejection.

The Examiner has also rejected 2, 7, 10, 12, and 15-22 under 35 USC § 103 as being obvious over the Saito reference. Applicant respectfully traverses the Section 103 rejection.

Applicant respectfully submits that since independent claim 1 has been shown to be unanticipated and is non-obvious, then so too must all claims depending therefrom be unanticipated and non-obvious, including claims 2, 7, 10, and 12, at least by their dependencies.

With regard to independent claim 15, Applicant respectfully submits that such claim 15 recites essentially the same subject matter as claim 1, along with a more positive recitation of actions performed by the user at the first device. Again, Applicant respectfully points our that the Saito reference is entirely silent with regard to any user constructing a license or sub-license to convey encrypted content keys from a second device to a first device, as is required by claim 15. Instead, and again, only the Saito data center (licensor) constructs such licenses. Likewise, and again, the Saito reference is entirely silent with regard to any license or sub-license being employed to convey the encrypted content keys, where the license as obtained from a licensor includes both an encrypted content key and also rules for determining whether the license permits issuance of a sub-license to another device,

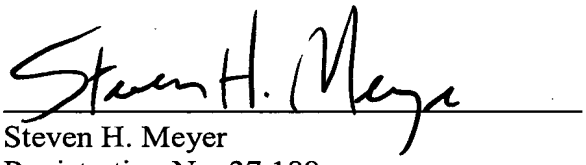
as is required by claim 15, and by extension, the Saito reference does not disclose or suggest that a user determines that the rules of the license do in fact permit issuance of such a sub-license, as is required by claim 15.

Accordingly, Applicant respectfully submits that the Saito reference cannot be applied to make obvious claim 15 or any claims depending therefrom, including claims 16-22. Thus, Applicant respectfully requests reconsideration and withdrawal of the Section 103 rejection.

In view of the foregoing, Applicants respectfully submit that the claims of the present application are in condition for allowance, and such action is respectfully requested.

Respectfully submitted,

Date: October 6, 2005



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